

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE:	§	
	§	CASE NO. 25-40712
DZS INC., <i>et al.</i> , ¹	§	
	§	(Chapter 7)
DEBTORS.	§	

**TWENTY-FIRST NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES
THAT MAY BE ASSUMED AND ASSIGNED, PURSUANT TO SECTION 365 OF THE
BANKRUPTCY CODE, IN CONNECTION WITH THE SALE OF SUBSTANTIALLY
ALL OF THE ESTATES' ASSETS, AND THE PROPOSED CURE AMOUNTS**

COMES NOW, Michelle H. Chow, the Chapter 7 trustee in the above-referenced Chapter 7 Cases, by and through her counsel Singer & Levick, P.C., and filed this *Twenty-First Notice Of Executory Contracts And Unexpired Leases That May Be Assumed And Assigned, Pursuant To Section 365 Of The Bankruptcy Code, In Connection With The Sale Of Substantially All Of The Estates' Assets, And The Proposed Cure Amounts* (the "Notice")²:

1. On April 4, 2025, the Trustee filed *Trustee's Motion for an Order Approving Sale of Certain Property of the Estate Free and Clear of all Liens, Claims and Encumbrances and Assumption and Assignment of Executory Contracts and Leases* (the "Sale Motion") [Dkt. No. 26]. The Sale Motion has been set for hearing on April 28, 2025 at 1:30 p.m.

2. In accordance with the Sale Motion, the Trustee hereby files this Notice (the "Cure Notice") identifying: (i) those executory contracts and unexpired leases that may be assumed and assigned to a potential purchaser in connection with the Trustee's sale of the Purchased Assets (the

¹ The Debtors in these Chapter 7 Cases, along with the last four digits of each Debtor's federal tax identification number, are: DZS Inc. (9099); DZS Services Inc. (3763); and DZS California Inc. (3221). The location of the Debtors' service address for purposes of these Chapter 7 Cases is: 5700 Tennyson Parkway, Suite 400, Plano, TX 75024.

² Capitalized terms not defined herein shall have the meaning ascribed in the Sale Motion, Sale Order, the Letter of Intent (the "LOI"), and the Asset Purchase Agreement (the "APA"), once filed.

“Assets”); and (ii) the proposed amount to cure any and all defaults associated with each Executory Contract and Unexpired Lease (the “Cure Amount”).

3. A list of the Executory Contracts and Unexpired Leases, together with the Cure Amount for each, is attached to this Notice as **Exhibit 1**.

4. You have been identified as a possible party to an Executory Contract or Unexpired Lease that may be assumed and assigned.

5. If you wish to assert an objection (i) to the proposed Cure Amount associated with the particular Executory Contract or Unexpired Lease to which you are a party or (ii) otherwise object on other grounds to the assumption and assignment to Purchaser of a particular Executory Contract or Unexpired Lease, you must do so in accordance with the instructions in this Notice, on or before **5:00 p.m. Central Time, Friday, April 25, 2025** (the “Objection Deadline”) which is the deadline to object to the Motion.

6. In order to be considered, objections (if any) must be: (i) in writing; (ii) state with specificity the grounds for such objection (with appropriate documentation in support thereof); (iii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for Eastern District of Texas; (iv) be filed with this Court and served on the following parties (so as to be received by such parties) by the Objection Deadline: (i) the Trustee, c/o , Singer & Levick, P.C., 16200 Addison Road, Suite 140, Addison, Texas 75001, Attn. Michelle Shriro, Esq.; (ii) the Purchaser, c/o Dykema Gossett PLLC, 112 East Pecan Street, Suite 1800, San Antonio, Texas 78205, Attn. Deborah D. Williamson, Esq. and (iii) the Office of the United States Trustee, 110 N. College Ave., Suite 300, Tyler, Texas 75702.

7. If you do not file and serve a timely objection to a proposed Cure Amount listed on **Exhibit 1** to this Cure Notice pursuant to the instructions set out in this Cure Notice or otherwise

object to the assumption or assignment, you shall be forever barred from objecting to such Cure Amount and to such assignment to the Purchaser (as defined in the Motion), and you shall be deemed to consent to such assignment upon payment of the Cure Amount.

8. The inclusion of a contract or agreement on **Exhibit 1** attached hereto does not constitute an admission that such contract or agreement is an executory contract and does not constitute a representation that such contract or agreement will be assumed and assigned to any successful purchaser. The Trustee reserves all of her rights, claims, and causes of action with respect to the contracts and agreements listed on **Exhibit 1** attached hereto.

DATED: April 14, 2025

Respectfully submitted,

SINGER & LEVICK, P.C.

By: /s/ Michelle E. Shriro
Larry A. Levick
State Bar No. 12252600
Michelle E. Shriro
State Bar No. 18310900
Todd A. Hoodenpyle
State Bar No. 00798265

16200 Addison Road, Suite 140
Addison, Texas 75001
Phone: 972.380.5533
Fax: 972.380.5748
[Email: levick@singerlevick.com](mailto:levick@singerlevick.com)
[Email: mshriro@singerlevick.com](mailto:mshriro@singerlevick.com)
[Email: hoodenpyle@singerlevick.com](mailto:hoodenpyle@singerlevick.com)

GENERAL COUNSEL FOR
MICHELLE H. CHOW, CHAPTER 7 TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been electronically mailed to the parties that are registered or otherwise entitled to receive electronic notices in this case pursuant to the Electronic Filing Procedures in this District, which includes the parties as shown below; that a true and correct copy of the foregoing document has been served upon each Contract counterparty via first, class mail, at the address provided on the Contract on this 14th day of April, 2025. Any party on the Service List receiving only the Motion may request a copy of the Exhibit as discussed in the Motion from the undersigned counsel.

DEBTOR: DZS Inc. 5700 Tennyson Parkway, Suite 400 Plano, TX 75024 VIA ECF Noticing through its attorney	ATTORNEY FOR DEBTOR: Travis A. McRoberts Baker Botts L.L.P. 2001 Ross Avenue, Suite 900 Dallas, TX 75201-1980 VIA ECF Noticing
COUNSEL FOR PURCHASER: Deborah D. Williamson Dykema 112 E. Pecan Street, Suite 1800 San Antonio, TX 78205 VIA EMAIL: dwilliamson@dykema.com	TRUSTEE: Michelle H. Chow 16200 Addison Road, Suite 140 Addison, TX 75001 VIA ECF Noticing
US TRUSTEE: Office of the US Trustee 110 N. College Ave., Suite 300 Tyler, Texas 75702 VIA ECF Noticing	

/s/ Michelle E. Shiro
Michelle E. Shiro

Exhibit 1

Assumed and Assigned Executory Contracts

ID	Description of Contract or Lease	Counterparty Name	Total Claim
3.4170	N/A	SOULE CO INC	\$ 1,997.00
3.4190	N/A	SRS CONSULTING	\$ 10,345.60
3.4220	N/A	STERLING TALENT SOLUTIONS	\$ 583.99
3.4230	N/A	STOCK & OPTION SOLUTIONS, INC.	\$ 1,854.00
3.4250	N/A	STRYKER REPORTING SERVICES LLC	\$ 1,704.32
3.4260	N/A	SUITEBRIAR, INC.	\$ 213.71
3.4270	N/A	SUNCALL AMERICA INC	\$ 2,160.00
3.4280	N/A	SUPERONDA TELECOMUNICACOES LTDA	\$ 410.32
3.4300	N/A	SW LAW GROUP, P.C.	\$ 3,230.00
3.4320	N/A	Syntronic Production Services Canada Inc.	\$ 508.50
3.4330	N/A	SYNTRONIC RESEARCH AND DEVELOPMENT CANADA INC.	\$ 26,440.64
3.4340	N/A	SYSTEMS ENGINEERING OF EGYPT - SEE	\$ 50,000.00
3.4350	N/A	T. MARZETTI CORPORATION	\$ 270.00
3.4430	N/A	TECHNOLOGY CONSERVATION GROUP, INC.	\$ 4,750.00
3.4440	N/A	TELECOM TECHNICIANS, INC.	\$ 22,221.00
3.4450	N/A	TELECOMMUNICATIONS INDUSTRY ASSOCIATION	\$ 67,340.00
3.4470	N/A	TELEFÓNICA COMPRAS ELECTRÓNICAS S.L.	\$ 2,444.27
3.4500	N/A	TESTEQUITY INC.	\$ 3,584.51
3.4510	N/A	THATCHER AND COMPANY, INC.	\$ 726,249.52
3.4530	N/A	THE INFORMATION LAB SPAIN SLU	\$ 6,288.00
3.4550	N/A	THOMAS HORSTEMEYER LLP	\$ 83,949.29
3.4570	N/A	THREE PART ADVISORS, LLC	\$ 9,800.00
3.4580	N/A	TIN CAN DIGITAL, INC. LLC DBA C2IT PRODUCTIONS	\$ 70,447.36
3.4590	N/A	TIOPTICS, INC. (FKA TITAN PHOTONICS, INC.)	\$ 7,139.25
3.4610	N/A	TOC FZE	\$ 12,020.00
3.4620	N/A	TOC FZE	\$ 3,000.00
3.4640	N/A	TOYOTA INDUSTRIES COMMERCIAL FINANCE INC.	\$ 597.52
3.4650	N/A	TRANSFER ORDER	\$ 37,636.91
3.4660	N/A	TRIUMPH IP LLC	\$ -
3.4670	N/A	TRS-REN TELCO INC. (A SUBSIDIARY OF MCGRATH RENT CORP.)	\$ 6,156.67
3.4680	N/A	TUBBESING SERVICES LLC	\$ 16,527.18
3.4690	N/A	TUBBESING SOLUTIONS LLC	\$ 195,661.88
3.4700	N/A	TUCSON ELECTRIC AND POWER	\$ 275.00
3.4710	N/A	TUDI MECHANICAL SYSTEMS OF TAMPA INC.	\$ 1,245.00
3.4720	N/A	TURTLE & HUGHES	\$ 164.84
3.4730	N/A	TUV SUD KOREA LTD.	\$ 821.00
3.4740	N/A	U.S. BANK	\$ 15,151.49
3.4750	N/A	UBERDATA NETWORKS	\$ 4,217.91
3.4760	N/A	ULINE	\$ 4,076.20
3.4770	N/A	UMEC USA INC.	\$ 500.00
3.4780	N/A	UNIMICRON GERMANY GMBH	\$ 92,791.19
3.4790	N/A	UNITED SHEETMETAL INC.	\$ 9,069.22
3.4800	N/A	UNITED SHEETMETAL INC.	\$ 22,278.36
3.4810	N/A	UNIVERSAL AIR FILTER	\$ 5,084.29
3.4820	N/A	UNIVERSAL INSTRUMENTS COPORATION	\$ 1,612.40
3.4830	N/A	UNWIRED GLOBAL	\$ -
3.4840	N/A	UNWIRED GLOBAL	\$ -
3.4880	N/A	VALTELLINA SPA	\$ 525.00
3.4890	N/A	VCCI COUNSEL	\$ 1,468.11
3.4900	N/A	VENUS TELEPHONE CORPORATION	\$ 7,213.36
3.4910	N/A	VERGE.IO, INC.	\$ 6,560.70
3.4920	N/A	VRC COMPANIES LLC DAB VITAL RECORDS CONTROL	\$ 7,433.76
3.4930	N/A	VT MILCOM	\$ 18.00
3.4960	N/A	WENZHOUI YIHUA CONNECTOR CO., LTD.	\$ 31,900.00
3.5000	N/A	WIRELESS BROADBAND ALLIANCE LTD	\$ 23,000.00
3.5030	N/A	WORLD TRAVEL SERVICE, LLC	\$ 15,417.72
3.5040	N/A	WORLDNET TELECOMMUNICATIONS, INC.	\$ 2,168.82
3.5060	N/A	XGIGA COMMUNICATION TECH. CO. LTD.	\$ 10,908.70
3.5070	N/A	XGIGA COMMUNICATION TECH. CO. LTD.	\$ 1,213.70

[illegible]

[illegible]